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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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CERTAIN UNDERWRITERS AT	:
LLOYD’S SUBSCRIBING TO	:
POLICY 18M765212018,	:
	:
<i>Plaintiff,</i>	:
-against-	:
	:
PACIFIC INTERNATIONAL	:
LINE (PTE) LTD.	:
	:
<i>Defendant.</i>	:
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20 Civ. _____

COMPLAINT

Comes now, Plaintiff, Certain Underwriters at Lloyd’s Subscribing to Policy 18M765212018, by and through its attorneys Hill Rivkins LLP, as and for its Complaint against the above-named Defendant alleges upon information and belief as follows:

1. This action arises from the loss or damage to a shipment of 1754 bags of desiccated coconut (the “Cargo”) which was transported from Sri Lanka to Oakland, California in October 2018.
2. This action is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and this Honorable Court has jurisdiction pursuant to 28 U.S.C. §1333.
3. The U.S. District Court for the Southern District of New York is the proper venue

for this action by virtue of the forum-selection clause contained in the operative bill of lading or sea waybill, or the terms and conditions applicable thereto.

4. Defendant has consented to the personal jurisdiction of this Honorable Court by virtue of the same forum-selection clause.

5. At and during all times hereinafter mentioned, Certain Underwriters at Lloyd's Subscribing to Policy 18M765212018 ("Insurers"), insured the Cargo which is the subject of this Complaint and have an office and principal place of business at 122 Leadenhall Street, London EC3V 4AB, United Kingdom. Pursuant to a policy of insurance issued by Insurers to its insured, Multiple Organics, Inc. ("Insured"), Insurers paid for loss of or damage to the Insured's Cargo and by virtue of said payment has become subrogated to the rights of its Insured, however those rights may appear.

6. At and during all times hereinafter mentioned, Defendant Pacific International Lines (PTE) Ltd. ("PIL") was and now is a corporation or similar entity organized and existing under the laws of Singapore with an office and principal place of business at 140 Cecil Street, #03-00, PIL Building, Singapore 069540.

7. At all relevant times, PIL operated and continues to operate as a common carrier of goods for hire in international commerce. PIL regularly conducts business in the United States and in New York.

8. In or about August 2018, the Cargo was tendered to PIL in good order and condition, and suitable in every respect for the intended transportation.

9. PIL received, accepted, and agreed to transport for certain consideration under PIL bill of lading CMB800159300 from Columbo, Sri Lanka to Oakland, California aboard the M/V KOYA GAYA PCIU9233981.

10. During the course of carriage, the Cargo was physically damaged and impaired in while in the care, custody, and/or control of PIL.

11. By reason of the premises, PIL failed to deliver the Cargo in the same good order and condition as it was received; breached and violated its statutory, contractual, and/or common law duties and obligations as a common carrier and bailee; was negligent and careless in its handling of the Cargo; and was otherwise at fault.

12. Plaintiff and its Insured have duly performed all duties, obligations, and conditions precedent to be performed on their part.

13. Plaintiff was the insurer of the Cargo and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the Cargo, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

14. By reason of the premises, National Union has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$72,352.50 plus interest, costs and attorneys' fees.

WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the Defendant.

2. That a decree may be entered in favor of Plaintiff against defendants in the of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.

3. Plaintiff further prays for such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York
May 13, 2020

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